

SOLICITATION, OFFER, AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP080041		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/06/2008
7. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		CODE 9901		6. REQUISITION/PURCHASE NUMBER SB 080177		
				8. ADDRESS OFFER TO (If other than Item 7) AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION	
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in <u>See Block 7</u> until <u>17:00:00</u> local time <u>07/15/2008</u> (Hour) (Date)	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions	

10. FOR INFORMATION CALL:		A. NAME John Friedhoff		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
				AREA CODE 202	NUMBER 226-4525	EXT. <u>jfriedho@aoc.gov</u>

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	15	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	5
X	F	DELIVERIES OR PERFORMANCE	1	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	3
X	G	CONTRACT ADMINISTRATION DATA	4	X	M	EVALUATION FACTORS FOR AWARD	3
X	H	SPECIAL CONTRACT REQUIREMENTS	1				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section 1, Clause No. 52.232-8)		10 CALENDER DAYS(%) 0.00	20 CALENDER DAYS(%) 0.00	30 CALENDER DAYS(%) 0.00	CALENDAR DAYS	
					NUMBER	PERCENTAGE
					0	0.00

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	

15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (if other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
				Architect of the Capitol Accounting Division Ford House Office Bldg. Rm. H2-205 Washington, DC 20515	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices/Costs

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (BASE YEAR)	Total : 12.00	MO	\$	\$
Description:					
2	PEST CONTROL FOR THE SENATE RESTAURANT (BASE YEAR)	Total : 12.00	MO	\$	\$
Description:					
3	PEST CONTROL FOR WEBSTER HALL (BASE YEAR)	Total : 12.00	MO	\$	\$
Description:					
4	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (BASE YEAR)	Total : 12.00	MO	\$	\$
Description:					
5	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (BASE YEAR)	Total : 12.00	MO	\$	\$
Description:					
6	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (OPTION YEAR 1)	Total : 12.00	MO	\$	\$
Description:					
7	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 1)	Total : 12.00	MO	\$	\$
Description:					
8	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 1)	Total : 12.00	MO	\$	\$
Description:					
9	PEST CONTROL FOR BLUE PLAINS FURNITURE	Total : 12.00	MO	\$	\$

	WAREHOUSE (OPTION YEAR 1)				
	Description:				
10	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (OPTION YEAR 1)	Total : 12.00	MO	\$	\$
	Description:				
11	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (OPTION YEAR 2)	Total : 12.00	MO	\$	\$
	Description:				
12	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 2)	Total : 12.00	MO	\$	\$
	Description:				
13	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 2)	Total : 12.00	MO	\$	\$
	Description:				
14	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (OPTION YEAR 2)	Total : 12.00	MO	\$	\$
	Description:				
15	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (OPTION YEAR 2)	Total : 12.00	MO	\$	\$
	Description:				
16	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (OPTION YEAR 3)	Total : 12.00	MO	\$	\$
	Description:				
17	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 3)	Total : 12.00	MO	\$	\$
	Description:				
18	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 3)	Total : 12.00	MO	\$	\$
	Description:				

19	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (OPTION YEAR 3)	Total : 12.00	MO	\$	\$
Description:					
20	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (OPTION YEAR 3)	Total : 12.00	MO	\$	\$
Description:					
21	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (OPTION YEAR 4)	Total : 12.00	MO	\$	\$
Description:					
22	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 4)	Total : 12.00	MO	\$	\$
Description:					
23	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 4)	Total : 12.00	MO	\$	\$
Description:					
24	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (OPTION YEAR 4)	Total : 12.00	MO	\$	\$
Description:					
25	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (OPTION YEAR 4)	Total : 12.00	MO	\$	\$
Description:					
26	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Base - Pest Management Service for the Capitol Building; October 1,2008 through September 30, 2008					
27	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 1					
28	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 3					
29	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 4					
30	Pest Management Service	Total : 12.00	EA	\$	\$

Description:Option Year 2					
31	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Base - Pest Management Service for the Capitol Visitor Center ; October 1,2008 through September 30, 2008					
32	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 1					
33	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 3					
34	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 4					
35	Pest Management Service	Total : 12.00	EA	\$	\$
Description:Option Year 2					

Lump-Sum Price for Base

\$

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>PAGE NO.</u>
C.1 BACKGROUND	<u>2</u>
C.2 RESERVED	<u>2</u>
C.3 SCOPE AND DESCRIPTION OF WORK	<u>2</u>
C.4 CONTRACTOR REQUIREMENTS	<u>2</u>

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

- .1 This is a firm-fixed price contract for Integrated Pest Management Services.

C.2 RESERVED

C.3 SCOPE AND DESCRIPTION OF WORK

- .1 This procurement is for the coordinated use of available pest control and environmental information methods to prevent unacceptable levels of pests by the most economical means, and with the least possible hazard to people, property, and the environment Through an IPM approach.

C.4 CONTRACTOR REQUIREMENTS

- .1.1 The Contractor shall apply IPM principles in a manner that reduces direct human exposure to pesticides when other methods such as mechanical, physical, cultural, biological, or the least environmentally active pesticide means are available. The Contractor shall use the IPM methodology that involves communication, identification of the pest, and a decision process that incorporates a sound approach to the eradication of pests and rodents. The IPM approach shall replace the random and routine application of pesticides in the work environment.

- .1.2 The Contractor shall provide all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and pest removal components for effective management of the Integrated Pest Management and extermination program for the elimination of pests such as: cockroaches, indoor populations of ants and flies, indoor winged termite swarmers, spiders, rodents, and any of the specifically excluded pests if they should invade the buildings. IPM is a process for achieving long term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Services include the adequate suppression of the following pests:

- (1) Rats and mice (both inside the buildings and grounds).
 - (2) Indoor populations of insects, arachnids, and other arthropods.
 - (3) Nests of stinging insects within the property boundaries of the specified buildings.
 - (4) Mosquito larvae in all exterior locations under the jurisdiction of the Architect as specified herein.
 - (5) Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.
- .1.3 The following pests are specifically excluded from the contract:
- Insects feeding on landscape vegetation,
 - Outdoor adult mosquito control
 - Tunneling rodents, (such as, voles, moles, and gophers)

Larger mammals (such as raccoons, woodchucks, skunks, and domestic cats)
Birds
Bats
Wood boring insects (such as carpenter ants, other powder post beetles and termites)

.2 GENERAL REQUIREMENTS

.2.1 The Contractor shall develop a plan using the IPM method for each specific area defined in part 5. Schedule of Services and Locations, and submit it for approval to the COTR. The plans shall include methods, materials, equipment and chemicals in extermination and pest control operations which are recommended and approved for the intended use by the National Pest Control Association (NPCA), the U.S. Department of Agriculture and the U.S. Environmental Protection Agency (EPA) for extermination and pest control operations. No pesticide shall be used in any pesticide program under this contract in any manner inconsistent with its labeling. All pesticides used in the pest control programs covered by this contract shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. Should the COTR disapprove any of the specific plans, the Contractor shall present an alternative proposal within 3 calendar days of the date that the COTR's written notification of disapproval.

.2.2 Frequency of services, including application of any pesticides or rodent control devices, shall be in accordance with the approved IPM plans for each specific area. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. The Contractor shall respond to visual sightings of pests within three hours of notification. No additional charges shall apply to services or treatment as a result of a visual sighting.

.2.3 The Contractor shall provide technicians who have fulfilled all applicable requirements for pesticide applicators, including those of the District of Columbia. Each technician shall be certified or licensed as a Commercial Pesticide Applicator.

.2.4 The Contractor shall have access to and use of an entomologist for the purpose of identifying strange and unusual insects and recommended adequate treatment.

.2.5 If and when the Contractor encounters unusual insects or pests that are not readily identified, the Contractor shall contact the entomologist for the purpose of classifying the insect and recommending the most appropriate treatment. A copy of the entomologist's report shall be provided to the COTR with a copy to the Contracting Officer/Procurement Office.

.2.6 The Contractor's performance and efficacy of methods and materials used shall be monitored by the Contractor, the appropriate COTR for the effected jurisdiction and may be evaluated periodically by the Environmental Health Specialist at the Government's discretion. Should the Government determine a particular pesticide/chemical agent is ineffective in the control and extermination of target pests in a particular application or area, written notice will be given the Contractor of such determination? The Contractor shall then respond within seven (7) calendar days with a plan to use a substitute chemical agent(s)/pesticide(s) and or techniques(s) as an alternative method of effective pest control. The proposal shall include the methodology to minimize the possibility of the development of resistance in the target insect pest to the formulations used. If approved by the COTR, the Contractor shall promptly implement of the proposed alternative extermination/control plan at no additional cost to the Government.

.2.7 To assist the Government in its inspection or monitoring of the performance and efficacy of methods and materials, the Contractor shall furnish, as required, an adequate supply of materials or tools necessary for Government personnel to inspect the interior of all rodent and insect bait stations. These materials and tools include such things as Allen Wrenches to loosen and tighten fasteners, keys to open locks, or replacement self-locking plastic ties.

.3 DATA SUBMITTAL

.3.1 After the receipt of Notice of Contract Award the Contractor shall submit the following documentation in the specified time frames:

- (1) Within seven (7) calendar days: Material Safety Data Sheets (MSDS): Provide a MSDS for each chemical proposed to be used in the execution of the work to be performed under this contract. The MSDS shall be delivered to Mr. Billy Davidson, Branch Manager-Safety and Occupational Health Branch, at 202/226-4797, Ford HOB, Room H2-554 as an electronic copy to bdavidso@aoc.gov. An electronic copy shall also be sent to jfriedho@aoc.gov
- (2) Within four (4) calendar days: Security Requirements. All Contractor employees performing work related to this contract and working within the Capitol complex shall be required to complete Contractor Employee I.D. Request form in accordance with the requirements of Clause H.4 "SPECIAL SECURITY REQUIREMENTS". The Contractor shall send a copy of each completed form to the COTR together with proof of certification or license as a Commercial Pesticide Applicator.
- (3) As required during contract performance: Poisonous Material Notices in accordance with the requirements herein. (See clause 10.)
- (4) Within seven (7) calendar days: Integrated Pest Management Plans for each specific area defined in Section 5. Schedule of Services and Locations The COTR will approve or disapprove the initial IPM plan within thirty (30) calendar days after notice of contract award.
- (5) Within seven (7) calendar days: Quality Assurance Plan in accordance with specifications. (See Clause 12.)

.4 SPECIAL REQUIREMENTS

.4.1 IDENTIFICATION BADGES/SECURITY: The Contractor shall ensure all Contractor employees performing work related to this contract within the Capitol complex obtain carry and display current identification badges issued from the House Security Department. The Contractor shall comply with all security requirements necessary for obtaining badges for its employees, and coordinate with Mr. Wesley Mills (See Clause H.4 "Special Security Requirements.) Without appropriate badges Contractor employees shall not be authorized to perform work within the Capitol complex.

.4.2 UNIFORMS AND PROTECTIVE CLOTHING: All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide all personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U. S. Occupational Safety and Health Administration standards for the products being used.

.4.3 SAFETY AND HEALTH: The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with the applicable requirements of 29 CFR 1910/1926 and 40 CFR 761 and the AOC Safety Manual. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Contractor shall hold the Government harmless for any action on its part or that of its employees that results in illness, injury or, death.

.5 SCHEDULE OF SERVICES AND LOCATIONS

.5.1 General The Contractor shall perform pest and rodent control in accordance with the contract requirements and the approved IPM plans within the contract period of performance defined in the areas and locations specified in the contract.

.5.2. House Office Buildings: The Contractor shall render its services between 6:00 PM and 11:00 PM in the following buildings, including but not limited to all offices, shops, equipment areas, corridors, public and private spaces, connecting tunnels and bridges, and overhead corridors between the buildings. Restaurant systems are not included in this section. Services in the House Office Buildings shall be performed in accordance with the contract requirements and as specifically defined below:

Cannon House Office Building
Longworth House Office Building
Rayburn House Office Building
Ford House Office Building including the House of Representatives Child Care Center
501 First St. NE House Office Building, the Congressional Page Residence Facility
Underground garages - (Occupied Areas only, does not include vehicle parking areas unless specifically requested)

The Restaurant systems are not included in this section. (See Clause 5.5)

All non-office areas such as, but not limited to, the Child Care Center, Hearing Rooms, public restrooms, janitor closets, shop areas, baling and compactor areas, etc. shall be treated no less than once every sixty days in accordance with the approved IPM plan for the House Office Buildings. All office areas are to be treated on a cyclical basis with each area treated no less than once every six months.

The Contractor shall list all areas treated or inspected should be listed in a report which will be made available to the CTOR or his designated representative on the night the service is performed.

The Contractor shall report to the Rayburn Building, Room 341 for an escort. Contractor employees shall be escorted during each treatment or service. Parking will be available at the Rayburn Building Vendor Parking space.

.5.3. Senate Office Buildings. The Contractor shall render its services between 6:00 PM and 11:00 PM in the following buildings, including but not limited to all offices, shops, equipment areas, corridors, public and private spaces, connecting tunnels and bridges, and overhead corridors between the buildings. Service shall also include the exterior control of insects in the Courtyard of the Russell Senate Office Building. Restaurant systems are specifically excluded

from this section. Services in the Senate Office Buildings shall be performed in accordance with the contract requirements and as specifically defined below:

Hart Senate Office Building
Russell Senate Office Building
Dirksen Senate Office Building
Senate Child Care Center(s)
Senate Garage

The Restaurant systems are specifically excluded from this section (See Clause 5.10)

Contractor employees shall report to the Dirksen Senate Office Building, Room SDG 45 or SDG 48 for an escort. Contractor employees shall be escorted during each treatment or service. The contractor shall perform at least two (2) routine visits a week for all of the Senate Buildings.

The Contractor shall follow the approved IPM schedule and treatment plan for the Senate Office Buildings.

Parking for the Senate Office Buildings is available in the Vendor Parking space at the Dirksen Building.

.5.4 Capitol Building and Capitol Visitor Center. The services shall be performed in the areas, including but not limited to all offices, shops, equipment areas, corridors, public and private spaces.

The Contractor shall render its services for the Capitol Building between the hours of 11:30 PM and 7:00 AM. in accordance with the contract requirements. Services for the Capitol Visitor Center Cafeteria shall be performed every other Tuesday (in conjunction with service to the Senate Restaurant) between the hours of 3:30 p.m. and 7:30 p.m. The areas to be treated require a minimum of two technicians.

Contractor employees shall report to room HT 47 for an escort to the House offices and other areas located in the South wing and to room ST-62 for the Senate offices and other areas in the North wing of the building. Contractor employees shall be escorted during each treatment or service.

All areas shall be serviced in accordance with the approved IPM plan for the Capitol Building. The Contractor shall maintain a logbook that identifies areas serviced or treated, the date, the technician, and time of visit. The Contractor shall check the Complaint Log each visit for trouble spots to be treated. Services shall be provided between the hours of 11:30 p.m. and 7:00 a.m. Alternate arrangements may be made to accommodate temporary schedule conflicts with either the Contractor or Government. Alternate schedules must be agreeable to both parties.

.5.5 House Restaurant System. The Contractor shall render services to be performed in the following food service areas, including storage and refrigeration facilities:

Capitol Building:
House Restaurant,
Kitchen,

Pantries,
Coffee Shop
Dining Rooms (2)

Longworth House Office Building:

Food Court
Carry Out
Production Banquet Kitchen
 Ford Building
 Cafeteria and Carry out
 Rayburn Building
 Cafeteria,
Dining room
Carry out
Central Banquet Production Kitchen
Foyer

Cannon Building

Carry out

Services shall be performed generally on Tuesdays between the hours of 3:30 p.m. and 7:30 p.m. The areas to be treated require a minimum of two technicians.

Contractor employees shall report to the Rayburn Building Room B-344 for an escort.

Contractor employees shall be escorted during each treatment or service. During periods of time when this schedule is not convenient an alternate day may be scheduled temporarily. The alternate schedule shall be acceptable to both parties.

.5.6 Webster Hall Page School/ Dormitory. The Contractor shall render its services between the hours of 12:00 noon and 4:00 p.m. The Contractor shall report to the Security Guard in the foyer for an escort. Contractor employees shall be escorted during each treatment or service.

All areas identified are to be inspected and/or treated in accordance with the approved IPM plan for the Webster Hall Page School Dormitory. Treatment/Services may be performed in two visits such as treating the dormitory lavatories in one visit and other areas on a subsequent visit.

The Contractor shall report to the Security Guard in the foyer for an escort. Parking will be available at the Dirksen Building in the vendor parking space or regular street parking at Webster Hall.

The services shall be performed in all areas such as mechanical rooms, electrical closets, laundry rooms, vending areas, restrooms, lobby, attic, storage rooms, janitor closets, boiler rooms, meeting/gathering rooms, day room and main stairwell and corridors, foyer, dormitory bathrooms and halls. Sleeping quarters, classrooms, proctor rooms, computer room and chemistry lab shall be treated only if specifically requested by the COTR. The notification shall be via phone call for a single treatment outside the regular schedule or when the Contractor personnel arrive at the site.

.5.7 Capitol Grounds. The area to be treated as "Capitol Grounds consists of approximately 200 acres. External area treatment and services shall include all external areas in the immediate perimeter of the following buildings, as well as in adjacent parks, terraces, courtyards, and driveways. This service shall include the inspection and treatment of active mosquito breeding sites.

Capitol Grounds
Capitol Police Headquarters
Senate Child Care Center
Capitol Building
Dirksen Building
Russell Building
Hart Building
Cannon Building
Longworth Building
Rayburn Building
Ford Building
501 First Street
United States Senate Garage

The services and treatment shall be performed after 7:30 a.m. and completed by 2:30 p.m. in accordance with the approved IPM for the Capitol Grounds. Alternate days may be scheduled with the General Gardener Foreman when necessary due to weather conditions or other unforeseen circumstances. The COTR or other representative for the Capitol Grounds shall notify the Capitol Police each day that the Contractor is scheduled to perform inspections or treatment of these areas. Parking for various areas while treating the grounds shall be in authorized parking spaces only. The COTR will fax a letter to the U. S. Capitol Police, OPS Division to the attention of the Watch Commander to alert the U. S. Capitol Police that the contractor vehicle will be on the grounds that day. The Fax number is (202) 224-4505. The following information is required:

Contractor Vehicle Shall have the Company Logo
Make and model
License Plate Number
Driver Name

Service

Date and Time Period Contractor is expected to be on the grounds

Areas the Security Guards can reasonably expect to see the truck or the company employee.

Government Point of contact and phone number.

The Contractor shall report to Senate Russell Tunnel SRT-01 for an escort and specific hot spots to be treated or serviced that day.

.5.8 Construction Division Facility. The services and treatment shall be performed after 5:00 a.m. and completed by 1:30 p.m., generally on Thursdays, and in accordance with the approved IPM for the Construction Division Facility. Alternate days and times may be scheduled with the Construction Division when necessary due to weather conditions or other unforeseen circumstances.

.5.9 U.S.Botanic Garden The Contractor shall render services to be performed in the Botanic Garden shall be performed in accordance with the contract requirements and as specifically defined below. This service shall include the inspection and treatment of active mosquito breeding sites. The Contractor shall render services shall in the areas, including but not limited

to all offices, maintenance and equipment areas, restrooms, corridors, public and private spaces in the following buildings:

U. S. Botanic Garden Administrative Building
U. S. Botanic Garden Conservatory
U. S. Botanic Garden Production Facility
Bartholdi Park

The pest management services and treatment shall be performed in the Administrative Building shall be performed between the hours of 7:00 am and 4:30pm. The Contractor shall provide treatment services in the Production Facility between the hours of 7:00 am and 3:30 pm. Services shall be performed generally on Thursdays or approximately two times each month in accordance with the approved IPM for the Botanic Garden.

Pest management in the conservatory shall be performed prior to 9:00 a.m. or after 5:00 pm., and shall be in accordance with the IPM for the conservatory.

The contractor shall schedule dates and times with the Facilities Manager.

.5.10 U.S.Senate Restaurant The Contractor shall render services in the following food service areas, including storage and refrigeration facilities:

Capitol Building:

Senate Restaurant,
Kitchen,
Panties,
Carry Out
Dining Rooms (3)

Dirksen Building:

Food Court
Kitchen and Production Areas
Carry Out
Buffet Service
Dining Rooms

Hart Building:

Senate Chef

Russell Building:

Cups and Company

Services shall be performed every other Tuesday (alternating with the House Restaurant) between the hours of 3:30 p.m. and 7:30 p.m. The areas to be treated require a minimum of two technicians.

Contractor employees shall report to the Rayburn Building Room B-344 for an escort. Contractor employees shall be escorted during each treatment or service. During periods of time when this schedule is not convenient an alternate day may be scheduled temporarily. The alternate schedule shall be acceptable to both parties.

.5.11 Senate Warehouse 1575 Cabin Branch Drive, Landover, MD 20785 The Contractor shall render services to be performed in the Senate Warehouse in accordance with the contract requirements and as specifically defined below. This service shall include the inspection and treatment schedule of the following areas:

Area of Service	Frequency
1) Restrooms, 1 st Floor	1 x Month
2) Janitors Closets, 1 st Floor	1 x Month
3) Receiving/Loading Dock/Dumpster Areas*	1 x Month
4) Request Areas (Limit 8)	1 x Month
a) Kitchenettes	
b) Office Areas	
c) Mechanical Rooms	
d) Telephone Closets	
e) Electrical Closets	
f) Curator Clean Room (Room 125 – A)	
g) Senate Library Storage Room (Room S123-A)	
h) Curator Cage Area	

• Indicates the placement and routine maintenance of rodent control devices

** This agreement does not include any commercial food or retail space in the building

.6 INTEGRATED PEST CONTROL PLAN

.6.1 Building Inspections: The Contractor shall complete a thorough, initial inspection of each building or site within five (5) calendar days after notice of contract award and prior to the starting date of the contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the Contracting Officer's Technical Representative (COTR) for each line item specific area. The COTR will inform the Contractor of any restriction or areas requiring special scheduling.

.6.2 Pest Control Plan: The Contractor shall submit an Integrated Pest Management plan to the COTR for each specific area within seven (7) calendar days after contract award. The pest management plan shall be specific to each contract line item area and shall be approved by the COR.

.6.2.1 Upon receipt of the Pest Control Plan, the COTR will approve or reject the plan within five (5) calendar days. The Contractor shall have three (3) calendar days to revise the plan, incorporating any changes or revisions recommended by the COTR.

.6.2.2 Any changes to the approved plan, including additional or replacement pesticides, (other than those allowed herein such as occasional scheduling changes) shall be submitted to and approved by the appropriate COTR.

.6.5 The Contractor shall perform integrated pest management in accordance with the approved plans.

.6.6 The IMP Plan shall consist of at least four (4) parts as follows:

Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material

Safety Data Sheets (MSDS Sheets) of all pesticides to be used. The plan shall include brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

Service Schedule for Each Building, Group of Buildings, or Site: The Contractor shall provide complete

service schedules that include frequencies of Contractor visits for office and unoccupied space, specific day(s) of the week of Contractor visits, and approximate duration of each visit.

Description of any Structural or Operational Change That Would Facilitate the Pest Control Effort: The

Contractor shall describe suggested site-specific solutions for observed sources of pest food, water, harborage, and access.

.7 RECORD KEEPING

The Contractor shall maintain a pest control logbook or file for each site by line item on the contract. The records shall remain at the specific location designated by the COR and shall be updated each visit by the Contractor. Each logbook or record shall contain, as a minimum, the following information:

A copy of the approved site specific pest control plan, including labels and MSDS sheets for pesticides,

brand names of pest control devices and equipment.

The Contractor's service schedule for the specific site.

Customer copies of the Contractor's Service Report Form that documents all information on pesticide

application required by this contract and statute in the jurisdiction where service is actually performed. The date, time of service, and identification of the Contractor employee entering the information shall be included with each entry.

The Contractor shall initial the government log that identifies trouble spots or areas where specific application is required, and the treatment applied.

.8 USE AND CONTROL OF PESTICIDES

.8.1 The Contractor shall be responsible for transport, handling and application of all pesticides in strict accordance with the manufacturer's label instructions and all applicable Federal, State and local laws and regulations. All pesticides used by the Contractor must be registered with the U. S. Environmental Protection Agency (EPA).

In addition, the Contractor shall adhere to the following rules for pesticide use:

Approved Products: The Contractor shall not apply any pesticide product that has not been included in any of the Pest Control Plans or otherwise approved, in writing, by the COTR.

Pesticide Storage. Pesticides and other materials shall not be stored on Government property.

Application by Need. Pesticide application shall be according to need and not by schedule. As a general

rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation may be acceptable on a case-by-case basis. Where not specifically included in the IPM plan, the COTR must grant written approval for any pesticide application.

Minimization of Risk: When pesticide use is necessary, the Contractor shall employ the least hazardous

material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For example:

- (1) Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
- (2) Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.

Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all

insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is never visible during or after the application process.

Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed

surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.

Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

.8.2 The Contractor shall obtain the approval of the COTR prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

.9 RODENT CONTROL:

.9.1 Indoor Trapping: As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.

.9.2 Trapping devices shall be checked on a schedule approved by the COTR. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

.9.3 Use of Rodenticide: In exceptional circumstances, when rodenticide are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment. All rodenticide, regardless of packaging, shall be placed in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA approved, tamper resistant bait boxes. As a general rule, rodenticide application outside buildings or on the grounds shall emphasize the direct treatment of rodent burrows wherever feasible.

.9.4 Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following requirements for each of the bait boxes placed under this contract:

- (1) The lids of all bait boxes must be securely locked or fastened shut.
- (2) Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- (3) All bait boxes must be securely attached or anchored to the floor, ground, wall, etc. where feasible, so that the box cannot be picked up or moved elsewhere.

.9.5 All traps, trapping devices, and bait boxes shall be accounted for, and their location recorded, in the site logbooks. The Contractor shall remove bait boxes when no longer in use.

.9.6 All bait boxes shall be labeled on the inside with the Contractor's business name and address and

dated by the Contractor's technician at the time of installation and of each servicing.

.10 POISONOUS MATERIALS

.10.1 The Contractor shall use an integrated approach to pest management, which minimizes the use of poisonous materials. This shall be achieved by:

- (a) The effective utilization of bait systems for the control of pests.
- (b) The effective utilization of trapping systems for the control of rodents.
- (c) The placement of monitoring devices for the continuous evaluation of pest problems.
- (d) The reduction of the use of liquid formulations of residual chemicals for the control of insects. If it becomes necessary to use such material, the Contractor must use equipment that will provide effective treatment of cracks and crevices.
- (e) The reduction of space and/or spot treatment with pressurized containers of residual pesticides.
- (f) All pesticides shall be used with a variable frequency to prevent the development of resistance.
- (g) Any poison shall be placed out of the reach of children and shall be anchored to prevent its being moved to a location within the reach of children.
- (h) The Contractor shall remove poisonous material from the treated site after a reasonable period of time considered adequate to exterminate the rodents from the affected area. The Contractor shall maintain records of the date on which poison is placed and when it is removed in the site data logs.
- (i) In the event of a severe infestation of insects the Contractor shall utilize a flushing type of insecticide which shall be applied as a fog in a directed manner.

.10.2 When the IMP plan requires the use of a poisonous material (such as mouse or rat bait) which may be ingested by human beings, the Contractor shall place the material, when feasible, during the time the rooms or areas are not occupied. The Contractor shall leave a notice of such placement with the escort in the rooms or areas or place such notice on a prominently located desk or table in the rooms or areas. If the notice is left with the escort, the escort is responsible to ensure the notification is placed in a prominent area in the location where the poison is placed. Forms for such notification shall be included in the IMP plans for approval. Notification of use of poisonous material shall contain the following information:

- (a) That the poison has been placed.
- (b) The date of placement.
- (c) The location of the poison.
- (d) Identification of the poison (Name and/or poison code).
- (e) The contents or ingredients.

- (f) The antidote (based upon the recommendations of the manufacturer or medical advice).

.11 STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

.11.1 Throughout the term of this contract, the Contractor shall be responsible for advising the COTR(s) about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the Government implements suggested modifications. The Government will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort.

However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the Government on a case by case basis. The Contractor shall obtain the approval of the COTR prior to any application of sealing material or other structural modification. Such minor modifications shall be at no additional expense to the Government, unless a change order is issued to modify the contract.

.12 QUALITY CONTROL PROGRAM

.12.1 The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within seven (7) calendar days after contract award, the Contractor shall submit a copy of his program to the COTR, with a copy of the cover letter to the Contracting Officer. The program shall include at least the following items:

- (a) Inspection system: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or Government inspectors identify the deficiencies. The inspection system shall include specific validation criteria (– for example - the threshold for satisfactory performance) and measurement system. The Quality Assurance Surveillance Plan (QASP) should align objectives with relevant measures and outlines how progress will be monitored to ensure that the defined performance measures are being achieved. The QASP should also define the surveillance methodology and the plan for improving and measuring performance each year of the contract performance.
- (b) Checklist: The Contractor shall use a quality control checklist to evaluate contract performance during regularly scheduled and unscheduled inspections. The Contractor shall develop a standard checklist for use in every building or site serviced and it should include every task required to be performed and cover each contract line item on the contract.
- (c) File: The Contractor shall establish a quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The

Contractor shall maintain the quality control file throughout the term of the contract and shall make it available to the Government upon request.

- (d) Inspector: The contractor's Quality Control Plan shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

- 12.2 The Government reserves the right to conduct parallel inspection using the Contractor's standard checklist to measure contract performance.

.13 REMOVAL OF MATERIALS

- 13.1 Upon completion of the contract period of performance and prior to submission of a final invoice, the Contractor shall remove all traps and/or bait boxes from the areas covered under this contract. The Contractor shall submit with its final invoice a written certification, signed by an authorized representative of the company, stating that all traps and/or bait boxes have been removed and the date of the removal is required to be submitted with the Final Invoice.

END OF SECTION C

Section D - Packaging and Marking

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Section E - Inspection and Acceptance52.252-2 Sec. E CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arinet.gov

(End of clause)

Clauses By Reference

Clause	Title
52.246-4	Inspection of Services--Fixed-Price (Aug 1996)

Section F - Deliveries and Performance**AOC52.211-4 Term of Contract (Jan 2007)**

The term of the contract shall be from award of the contract for a 1 year base period with 4 one year option periods..

(End of clause)

52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.252-2 Sec. F CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arncet.gov

(End of clause)

necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. [After the initial 90-day period], the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the SCHEDULE OF ITEMS in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.222-2 Supplemental Wage Determination/rate Request (Sep 2004)

(a) The wage determination or rate, hereby incorporated, does not include the classification, Pest Controller. the Contracting Officer submitted a request for a wage determination or rate to the U.S. Department of Labor, for a decision pertinent to the wage determination or rate applicable to the class of employee utilized in the work herein specified. As of the date of issue of this solicitation, such wage determination or rate has not been received by the Contracting Officer. Upon receipt, a copy of the Department of Labor's action will be forwarded to the contractor by the Contracting Officer.

(b) In the event that a wage determination or rate is not forthcoming from the Department of Labor prior to the opening of offers, each offeror agrees, by signing and submitting its offer, to be bound to compliance with the pertinent wage determination or rate of the Department of Labor, as eventually promulgated.

(c) If the action from Department of Labor results in a modification that is an increase to the wage and fringe benefit payments but shall not otherwise include any amount for general and administrative costs, overhead, or profit. The contractor also warrants that the price in this contract does not include any allowance for contingency to cover increased costs for which the adjustment is provided under a modification. In addition, the contractor shall provide, upon request, to the Contracting Officer the originals of any documentation the contractor used when preparing the proposal which will be utilized by the Contracting Officer to ensure that the payment of the adjustment will be for only those hours indicated under the specified category.

(End of clause)

AOC52.223-5 Special Security Requirements - Services (MAR 2007)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for

duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

- (1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
 - (2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
 - (3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.
- (i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.
- (j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-7 Special Security Clearance and Inspection Procedures (Jun 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

AOC52.223-8 Delivery Vehicle Inspection Requirements (Apr 2008)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the alternative Delivery Access Point located at Third and Maryland Avenue, SW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (1) List of drivers;
- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U.S. Capitol Police whenever repetitive deliveries are anticipated.

(f) Any delivery that does not fall into the before mentioned categories should be coordinated, in advance, with the applicable government point of contact.

(End of clause)

AOC52.242-2 Contractor Performance Evaluations (Dec 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

Section G - Contract Administration Data

AOC52.201-1 Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.204-6 Capitol Complex Conditions Affecting Contractor Operations (May 2008)

Capitol Complex operations are, at irregular and unanticipated times, interrupted due to events that can occur on the Capitol Complex, e.g., funerals that utilize the Rotunda, closure of Congressional buildings due to unusual activities, etc. These events can impact AOC contractor operations. Any AOC contractor that becomes aware of an event that may affect its operations on the Capitol Complex may go to www.aoc.gov/business/contractors to receive current information of the operational status of the Capitol Complex. Before ceasing or limiting its operations, the Contractor must obtain written approval from the Contracting Officer.

(End of clause)

AOC52.211-1 Key Personnel (Apr 2007)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's technical proposal:

Name: _____
Title: Entomologist Telephone No. _____
Name: _____
Title: Senior Technical Rep Telephone No. _____
Name: _____
Title: _____ Telephone No. _____

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.211-2 Approval of Substitute Contractor Personnel (Jun 2004)

(a) [During the first ninety days of performance], the Contractor shall make no substitutions of personnel unless the substitution is

(End of clause)

AOC52.211-2

Approval of Substitute Contractor Personnel (Jun 2004)

(a) [During the first ninety days of performance], the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. [After the initial 90-day period], the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the SCHEDULE OF ITEMS in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.222-2

Supplemental Wage Determination/rate Request (Sep 2004)

(a) The wage determination or rate, hereby incorporated, does not include the classification, Pest Controller. the Contracting Officer submitted a request for a wage determination or rate to the U.S. Department of Labor, for a decision pertinent to the wage determination or rate applicable to the class of employee utilized in the work herein specified. As of the date of issue of this solicitation, such wage determination or rate has not been received by the Contracting Officer. Upon receipt, a copy of the Department of Labor's action will be forwarded to the contractor by the Contracting Officer.

(b) In the event that a wage determination or rate is not forthcoming from the Department of Labor prior to the opening of offers, each offeror agrees, by signing and submitting its offer, to be bound to compliance with the pertinent wage determination or rate of the Department of Labor, as eventually promulgated.

(c) If the action from Department of Labor results in a modification that is an increase to the wage and fringe benefit payments but shall not otherwise include any amount for general and administrative costs, overhead, or profit. The contractor also warrants that the price in this contract does not include any allowance for contingency to cover increased costs for which the adjustment is provided under a modification. In addition, the contractor shall provide, upon request, to the Contracting Officer the originals of any documentation the contractor used when preparing the proposal which will be utilized by the Contracting Officer to ensure that the payment of the adjustment will be for only those hours indicated under the specified category.

(End of clause)

AOC52.223-5

Special Security Requirements - Services (Jun 2007)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-7

Special Security Clearance and Inspection Procedures (Jun 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

AOC52.223-8

DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that

cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (1) List of drivers;
- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728. Updates to the information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(End of clause)

AOC52.242-2

CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

Section H - Special Contract Requirements

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Section I - Contract Clauses**52.216-20 Definite Quantity (Oct 1995)**

- (a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.
- (b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after October 1, 2013.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within five years of the award date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
*	\$15.13

* Pest Controller

(End of clause)

52.232-18 Availability Of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.243-7 Notification Of Changes

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to

cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.246-20 Warranty of Services (May 2001)

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor

[Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor]

This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.247-2 Permits, Authorities, or Franchises (Jan 1997)

(a) The offeror does _____, does not _____, hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

AOC52.202-1 Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3 Officials Not to Benefit (Nov 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 Dissemination of Contract Information (Nov 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5 Confidentiality Requirement (Nov 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1 Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at www.dhs.gov/E-Verify or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

AOC52.207-1 Right of First Refusal of Employment (Jun 2004)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separate as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of clause)

AOC52.215-10 Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.219-1 Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3 Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4 Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see

AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-5 Collective Bargaining Agreements (Jun 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: [Contract Specialist's Name]
Room H2-263
Second and D Streets, S.W.
Washington, DC 20515

(End of clause)

AOC52.223-4 Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9 Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.228-2 Insurance - Work on a Government Installation (May 2008)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within [insert number] calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

- (1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;
- (2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or
- (3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.
- (d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-4 Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

AOC52.232-2 Payments - Services (Mar 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see SCHEDULE OF ITEMS in Section B).

(b) Requirement when contractor employee(s) is provided on-site office space. As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-3 Payments - Services Requiring Time Records (Mar 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;

- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see SCHEDULE OF ITEMS in Section B).
- (b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see SCHEDULE OF ITEMS in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.
- (c) Requirement when contractor employee(s) is provided on-site office space. As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.
- (d) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.
- (End of clause)

AOC52.232-6 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

- (a) Method of payment.
 - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).
- (b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
 - (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k).

(k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7 Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-12 Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1 Disputes (Mar 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

AOC52.233-2 Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that

such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4 Damages for Delay (Nov 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

AOC52.245-1 Inventory Control and Indemnification of Property (Jun 2004)

(a) The Contractor shall be liable for the return of the articles picked-up for service under this contract, in accordance with the count as reflected on the "INVENTORY CONTROL VOUCHER" (ICV); see sample attached in Section J. A separate ICV will be completed for each pick-up and verified against the ICV at the time of delivery.

(b) Two copies of each verified ICV shall be given to the Contractor's representative at the time of delivery; one of which shall be submitted with the Contractor's payment invoice. Failure of the Contractor's representative to verify, by signature on the ICV, any of the ICV totals will be at the Contractor's own risk for purposes of determining any loss of, or damage to, the articles to be serviced under this contract.

(c) The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in AOC52.233-1, Disputes.

(d) The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

(e) In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

(End of clause)

Clauses By Reference

Clause	Title
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.215-2	Audit and Records--Negotiation (June 1999)
52.215-8	Order of Precedence--Uniform Contract Format (Oct 1997)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (Sept 2006)
52.222-36	Affirmative Action for Workers with Disabilities (June 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

Clause	Title
	(Sept 2006)
52.222-41	Service Contract Act of 1965. (Nov 2007)
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option) (Nov 2006)
52.222-44	Fair Labor Standards and Service Contract Act - Price Adjustment (Feb 2002)
52.222-50	Combating Trafficking in Persons (Aug 2007)
52.223-2	52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Dec 2007)
52.223-6	Drug Free Workplace (May 2001)
52.229-3	Federal, State and Local Taxes (Apr 2003)
52.232-11	Extras (Apr 1984)
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.243-1	Changes--Fixed Price (Aug 1987)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.252-2 Sec. I	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

SECTION J

LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>ATTACHMENT NAME</u>	<u>NO. OF PAGES</u>
J.1	ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM ...	
J.2	REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (4-2004) (for informational purposes only)	
J.3	U.S. CAPITOL POLICE - OFF-SITE DELIVERY CENTER INSTRUCTION (for informational purposes only)	
J.4	WAGE DETERMINATION 05-2104, REV. 8 DATED 6/3/2008	10
J. 5	APPENDIX D INTEGRATED PEST MANAGEMENT (IMP) CONTRACT ... PERFORMANCE SPECIFICATIONS	Pages 5
J.6	GSA Integrated Pest Management Program Contract Guide Specification 1999 Revision	Pages 7

END OF SECTION J

Section K - Representations, Certifications and Other Statements of Offerors

52.203-2 Certificate Of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

__ TIN: _____.

__ TIN has been applied for.

__ TIN is not required because:

__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (May 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under

11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.223-1 52.223-1 Biobased Product Certification (Dec 2007).

Biobased Product Certification (Dec 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

AOC52.204-2 Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3 Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8 Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

(End of provision)

AOC52.219-2 AOC52.219-2 Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds \$100,000 the North American Industry Classification System (NAICS) code for this procurement is _____ and the small business size standard is _____ (if this requirement is for manufacturing or trade) or \$ _____ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

_____ Nonprofit organization (do not check any other box).

_____ Large business (do not check any other box).

- _____ Foreign contractor (do not check any other box).
 - _____ State/local/Federal government agency (do not check any other box).
 - _____ Small business (see 13 CFR Part 121).
 - _____ HUBZone small business (see 13 CFR Part 126).
 - _____ Small disadvantaged business (see 13 CFR 124.1002).
 - _____ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
 - _____ Veteran-owned small business (see 38 U.S.C. 101(2)).
 - _____ Women-owned small business.
- (End of provision).

Section L - Instructions, Conditions and Notices to Offerors52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.252-1 Sec. L SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of provision)

AOC52.204-5 AOC52.204-5 Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1 AOC52.206-1 Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1 Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND

AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: [Contract Specialist's name], Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to [Contract Specialist's name] to [(202) 225-3221] at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [email address] or via facsimile to [fax number].

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- (i) Signing and returning the amendment;
 - (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
 - (iii) Letter or telegram; or
 - (iv) Facsimile, if facsimile offers are authorized in the solicitation.
 - (2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.
 - (d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.
 - (e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.
- (End of provision)

AOC52.215-3 Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

- (a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

- (b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

AOC52.215-6 Preparation of Proposals (May 2007)

- (a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 18 and return Sections A, B, and K of this solicitation package. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- (c) For each item offered, offers shall

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9 Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

Section L - Instructions, Conditions and Notices to Offerors

52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.252-1 Sec. L

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of provision)

AOC52.204-5

Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1

Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1

Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: [Contract Specialist's name], Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to [Contract Specialist's name] to 202 225- at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2

Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [email address] or via facsimile to [fax number].

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3

Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

PROPOSAL COMPOSITION (AOC)

.1 Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article, "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" of this section.

.2 The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled "SUBMISSION OF OFFERS" of this section and submitted in the following number of copies:

- .1 Technical Proposal - One original and three (3) copies.
- .2 Price Proposal - One original and one (3) copies.

.3 Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL (AOC) (NOV 1999)

Follow requirements in Section M.

INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL (AOC)

.1 A firm, fixed unit price and total price for each contract line item shall be entered in Section B "Schedule of Prices" which shall represent the total price for performing the services specified herein. The price proposal shall include a total price for the initial period of performance, as well as each option quantity. A total price for all years is also required in the Schedule B. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by an authorized representative.

.2 In addition, the Representations and Certifications, with applicable information included in

INSTRUCTIONS, CONDITIONS,
AND NOTICES TO OFFEROR

- .1 The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);
- .2 Section B - The "SCHEDULE" pages; and
- .3 Section K - The "REPRESENTATIONS AND CERTIFICATIONS".

AOC52.215-9

Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

AOC52.237-1

AOC52.237-1 Site Visit (Aug 2005)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(b) Appointments for visiting the locations specified herein can be made by contacting John Friedhoff
(202) 226-4525

(End of provision)

RFP080041

Section M - Evaluation Factors for Award

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.252-1 Sec. M SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of provision)

AOC52.215-4 Contract Award - Lowest Priced Technically Acceptable (May 2008)

(a) The Government will evaluate offers in response to this solicitation and award a contract without discussions to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may

(1) Reject any or all offers;

(2) Accept other than the lowest offer; and

(3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

AOC52.215-5 Contract Award - Source Selection Procedures (Jun 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may

(1) Reject any or all offers if such action is in the public interest;

(2) Accept other than the lowest offer; and

(3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

SECTION J

LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>ATTACHMENT NAME</u>	<u>NO. OF PAGES</u>
J.1	ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM ...	
J.2	REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (4-2004) (for informational purposes only)	
J.3	U.S. CAPITOL POLICE - OFF-SITE DELIVERY CENTER INSTRUCTION (for informational purposes only)	
J.4	WAGE DETERMINATION 05-2104, REV. 8 DATED 6/3/2008	10
J. 5	APPENDIX D INTEGRATED PEST MANAGEMENT (IMP) CONTRACT ... PERFORMANCE SPECIFICATIONS	Pages 5
J.6	GSA Integrated Pest Management Program Contract Guide Specification 1999 Revision	Pages 7

END OF SECTION J

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

ARCHITECT OF THE CAPITOL

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

01-00-0001

ACH FORMAT:

☐ CCD +

☐ CTX

ADDRESS:

2ND & D STS., SW, FORD HOUSE OFFICE BUILDING

WASHINGTON, DC 20024

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

()

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U.S.C. 3322; 31 CFR 210



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle)

Address:

Street & No. _____

City & State: _____

Zip: _____ Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".)

3. Date of Birth: (Month, Day, Year)

4. Birthplace: (City and State or Country)

5. Social Security Number:

6. Gender:

Male Female

7. Race:

8. Height:

9. Weight:

10. Eye Color:

11. Hair Color:

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____

13. Date: _____

United States Capitol Police

Vehicle Delivery Procedures Reference Guide

Effective May 1, 2008

<p>Off-site Delivery Center (OSDC) Hours of Operation Monday thru Friday 0500 - 1400 **Closed Weekends & Holidays**</p>	<p>Delivery Access Points</p>	<p>Exceptions and After Hours Deliveries</p>
<ul style="list-style-type: none"> * All vehicles will be inspected at OSDC (4700 Shepherd Parkway) prior to making any delivery on Capitol Grounds. * Delivery information must be received by OSDC prior to arrival. * Road restrictions are in effect for all vehicles with a capacity over 1 and ¼ ton. * Vehicles will proceed directly to their Delivery Access Point after inspection by OSDC without violating the road restrictions. 	<ul style="list-style-type: none"> * Deliveries to the <u>Capitol</u> or <u>Capitol Visitor Center (CVC)</u> will enter at NJ Ave & C Street NW. * Deliveries to the <u>House Office Buildings</u> will enter at Delaware Avenue SW. * Deliveries to the <u>Senate Office Buildings</u> will enter at D Street Tunnel NE. * Deliveries to the <u>Supreme Court</u> or <u>Library of Congress</u> will be made in the 100 blocks of 2nd Street NE and SE. 	<p>*Prior notification for all exceptions and after hours deliveries must be processed through the House / Senate Sergeant at Arms, the Architect of the Capitol, USCP Special Events (202-224-8891), USCP Command Center (202-224-0908), or USCP Construction Security Division (202) 593-7053).</p> <p><i>Exception example: Time sensitive deliveries and deliveries containing material such as concrete, asphalt, and other materials /goods that may deteriorate over a short period of time.</i></p>
<p>Capitol / CVC Exceptions and After Hours Procedures</p>	<p>House Office Buildings Exceptions and After Hours Procedures</p>	<p>Senate Office Buildings Exceptions and After Hours Procedures</p>
<p>The below procedures will be followed for exceptions (defined above) and for all deliveries that occur when OSDC and/or Delivery Access Points are closed.</p>		
<p>* Requires prior approval</p> <ul style="list-style-type: none"> * Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to 1500 hours. (Will remain open until 2000 hours upon opening of the CVC). * Prohibited vehicles will respond to 3rd & Maryland SW for inspection prior to making any delivery on Capitol Grounds. * Once inspected, vehicle will be escorted to destination by USCP. 	<p>* Requires prior approval</p> <ul style="list-style-type: none"> * Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to 1900 hours. * Prohibited vehicles will respond to 3rd & Maryland SW for inspection prior to making any delivery on Capitol Grounds. * Once inspected, vehicle will be escorted to destination by USCP. 	<p>* Requires prior approval</p> <ul style="list-style-type: none"> * Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to 2000 hours. * Prohibited vehicles will respond to 3rd & Maryland SW for inspection prior to making any delivery on Capitol Grounds. * Once inspected, vehicle will be escorted to destination by USCP. <p>LOC / Supreme Court Exceptions and After Hours Procedures</p> <ul style="list-style-type: none"> * Must obtain prior approval from USCP Special Events or USCP Command Center. * The LOC and Supreme Court may have exceptions occasionally. These vehicles will be swept at 3rd & Maryland SW and escorted by Supreme Court Police, LOC Police or USCP.

WD 05-2104 (Rev.-8) was first posted on www.wdol.gov on 06/03/2008

 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |
 | Wage Determination No.: 2005-2104
 Shirley F. Ebbesen Division of | Revision No.: 8
 Director Wage Determinations | Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54

01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85

12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72

15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38

23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
24.37	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33
23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.63
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66

27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer

System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

APPENDIX D

INTEGRATED PEST MANAGEMENT (IPM)

CONTRACT PERFORMANCE SPECIFICATIONS*

GENERAL PROGRAM DESCRIPTION

It is the intent of this contract to provide a comprehensive Integrated Pest Management (IPM) program for the property listed herein. IPM is a relatively new concept in urban areas. Traditional structural pest control is largely reactive to pest infestations and bases much of its response on routinely scheduled application of pesticides. Routine applications are probably unnecessary, and have limited effectiveness in providing adequate long-term control.

Conversely, IPM is a decision-making process for achieving long term pest suppression. In the IPM process, monitoring and the interpretation of data gathered provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made about when intervention measures are needed, the type of control measure selected, and the method of application. Pest management practices in an IPM program extend beyond the application of pesticides to include structural, procedural, and landscape modifications. These practices establish physical barriers to pests, reduce the food, water, and harborage available to them, and establish landscape plants and designs which require less maintenance.

The Contractor shall furnish all labor, materials and equipment to implement the monitoring, trapping, and pesticide application aspects of the IPM program. The Contractor shall also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression. The Contractor shall provide evidence in his/her proposal of sufficient expertise in pest control, and IPM principles and practices to effectively carry out these responsibilities.

The School District Pest Manager (SDPM) will act as the manager of the IPM program, which will include overseeing and monitoring contract performance.

Pests Included and Excluded

The IPM program specified by this contract is intended to suppress the population of rats, mice, cockroaches, ants, silverfish, and any other pest included in the

contract. Populations of these pests which are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.

GENERAL PROGRAM REQUIREMENTS

General requirements of the IPM program shall include the following for each site specified in this contract:

Initial Inspection

A thorough, initial inspection shall be conducted during the first month of this contract by the Contractor's representative, Property Manager or representative, and SDPM. The purpose of this initial inspection is to allow the contractor to evaluate the pest management needs of the property and to discuss these needs with the Property Manager and SDPM. The following specific points should be addressed:

- identification of problem areas in and around the building
- identification of structural features or personnel practices that are contributing to pest infestations
- discussion of the effectiveness of previous control efforts
- facilitation of Contractor access to all necessary areas
- informing the Contractor of any restrictions or special safety precautions, or other constraints

Submission of Plan

Following the initial inspection, the Contractor will develop a detailed Pest Management Plan and Service Schedule for each property. This written plan and schedule must be submitted to the SDPM for approval prior to initiation. The plan and schedule must address the following:

- the structural and operational actions to inhibit pests
- the Contractor's means for monitoring pest populations in and around the building
- the proposed primary pesticides (accepted common name and generic name) and alternatives approved by the Environmental Protection Agency (EPA)
- the conditions requiring application

*Adapted from contract specifications prepared for the Federal Government General Services Administrator by Dr. Albert Green and colleagues.

- the method(s) of application proposed
- the rationale for each type of use
- the proposed trapping devices for rodents, if any

Frequency of inspections, monitoring, and treatment by the Contractor shall depend on the specific pest management, needs of the premises. At the minimum, inspections and monitoring shall be done monthly.

The Plan and Schedule shall be submitted not more than 10 working days following the initial inspection of the premises. The SDPM will render a decision regarding the acceptability of the Plan and Schedule within 10 working days following receipt. The Contractor shall be on site to implement the Plan and Schedule within 5 working days following notice of approval of the plan. If the Plan is disapproved, the Contractor shall have 3 working days to submit a revised Plan and Schedule.

Any subsequent changes in the Plan and Schedule must receive the concurrence of the SDPM.

The Contractor shall describe, in the proposal, the capability of meeting emergency and special service requests (e.g., radio-dispatched service, names of office personnel handling the account, availability of trucks and personnel, etc.).

Monitoring and Inspection

A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this contract. The Contractor shall describe in the proposal the approach to meet this requirement. Where appropriate, glue traps shall be employed to monitor cockroach populations in selected areas.

Pesticide Treatment

The Contractor shall not apply any pesticide which has not been specifically approved by the SDPM. In cooperation with the SDPM, the Contractor shall develop action thresholds specific to each pest and to site zones.

As a general rule, application of pesticides in any area inside or outside the premises—i.e., in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations—shall not occur unless inspections or monitoring indicate the presence of pests that

exceed action thresholds in that specific area. Signs of pest activity must be seen and identified. For instance, a relatively fresh rodent dropping or an active burrow or runway is sufficient to indicate the presence of rodents in an area. Use and effectiveness of alternative non-pesticidal pest management methods must be documented in monitoring records prior to requesting the use of pesticides.

Preventive pesticide treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are generally unacceptable. In exceptional circumstances, however, preventive pesticide treatment may be allowed on a case-by-case basis. The Contractor must substantiate the need, indicating areas for preventive treatment in the Pest Management Plan for the building, and listing the preventive treatment methods of application. Each preventive treatment is subject to approval by the SDPM and can be eliminated by him/her at any time.

Structural Modifications

Structural modifications for pest suppression shall not be the responsibility of the Contractor. However, the Contractor is responsible for notifying the SDPM about structural modifications necessary to prevent access by pest populations, or for safety reasons.

Record Keeping

The Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book. Each property specified in this contract shall have its own Log Book which will be kept in the Property Manager's office and maintained on each visit by the Contractor.

The Log Book shall contain the following items:

- A copy of the Pest Management Plan and Service Schedule for the property.
- A copy of the current label and EPA registration number for each pesticide used in the building, including the Material Safety Data Sheet.
- Pest monitoring data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the Contractor's monitoring program for the building, e.g., number and location of cockroaches trapped, number and location of rodents trapped or carcasses removed, number and location of new rat burrows

observed, etc. The Contractor shall provide, in the proposal, a sample of the format for the data sheets and an explanation of all information to be recorded on them.

- The location of all traps, trapping devices, and bait stations in or around the property. This information can be in either tabular or in list format, and should be accompanied by a map for each pest.
- The Property Manager's copies of a Pest Control Work and Inspection Report Form. These forms will be supplied to the Contractor to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign, and date the Form and return it to the Property Manager's office on the same or succeeding day of the performance of the service.
- The Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all record keeping information on pesticide application required by the FIFRA statute. These report forms may incorporate some or all of the pest monitoring data required above.

Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than structural modifications, as described in the Contractor's detailed Plan and Schedule for each property, during the period of the contract. Occasional requests for corrective action, special services beyond the routine requests for emergency service shall be placed with the Contractor. The Contractor shall respond to requests for emergency service on the day of the request. The Contractor shall respond to special service requests within one (1) working day after receipt of request. In the event that such services cannot be completed within their time frames, the Contractor shall immediately notify the SDPM and indicate an anticipated completion date.

SPECIFIC PROGRAM REQUIREMENTS AND RESTRICTIONS

Personnel

The Contractor shall provide only qualified pest management personnel with adequate experience in the conduct of IPM programs. All personnel must under-

stand current practices in this field and be able to make judgments regarding IPM techniques. Training and experience in IPM must be demonstrated.

Any proposed deletions, additions, or replacement of personnel from those cited in the Contractor's original proposal must be submitted, in writing, to the SDPM and approved prior to their becoming a part of this contract.

The contractor must meet the following specific staff requirements:

Entomologist

The Contractor shall have a staff Entomologist, or access to one, available for routine and emergency consultation. Evidence of the following documentation regarding this individual's experience and training shall be provided in the proposal:

- Bachelor's degree in entomology from an accredited University; or a Bachelor's degree in biology, chemistry, or other life science and proof of membership in the American Registry of Professional Entomologists (ARPE).
- Current certification in the appropriate jurisdictions as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural, and Health Related Pest Control with a minimum of subcategories to include General Pest Control, Rodent Control, and Turf and Ornamental.

Supervisor

A Supervisor and an alternate must be identified in the proposal. The on-site Supervisor shall have the Contractor's authority to act on matters pertaining to the performance of services required under this contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The Supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and Schedule for each building. The Supervisor and alternate must both meet the qualifications identified below under Pest Management Technicians.

Pest Management Technicians

The Contractor shall provide, in the proposal, the names of all pest management personnel assigned to this contract, and pertinent information regarding their qualifications, experience, and training. Throughout the life of this contract, all personnel providing on-site pest

management services must be certified in the appropriate jurisdictions as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. No uncertified personnel will be permitted to work on-site under this contract unless under the supervision of a certified applicator.

Manner and Time to Conduct Services

It shall be the Contractor's responsibility to carry out work according to the detailed Pest Management Plan and Schedule developed for each property. The Contractor's on-site Supervisor shall be responsible for coordination with the Property Manager or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule, and to receive information on problem areas needing corrective action.

Services which are not likely to adversely effect tenant health or productivity may be performed during the regular hours of operation in the various buildings. Pesticide applications (except bait placement), however, shall not be made during school hours, or during normal work hours of school staff. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's Plan and Schedule, the Contractor shall notify the SDPM and the Property Manager at least 2 days in advance and all arrangements will be coordinated between the SDPM, the Property Manager, and the Supervisor.

Where service to vacated areas is required, it shall be the Contractor's responsibility to notify the SDPM and the Property Manager at least 2 days in advance of the treatment, provide and post all necessary signs (such as when an area may be reentered—in case of pesticide use, according to the product's label directions) and remove signs when the area is safe for entry.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained, in writing, to the Contractor and SDPM by the Property Manager or representative. These restrictions shall be adhered to and incorporated into the Contractor's detailed plan and schedule for the property.

All Contractor personnel, working in or on properties designated under this contract, shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional

personal protective equipment required for the safe performance of work must be determined and provided by the Contractor. Protective clothing, equipment, and devices shall as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with State and local regulations.

Pesticide Products and Use

The Contractor shall be responsible for the proper use of pesticides. All pesticides used by the Contractor must be registered with the EPA and State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The Contractor will follow all notification and warning procedures required by the SDPM prior to the application of a pesticide. The environment and the public shall be protected at all times.

The Contractor shall minimize the use of synthetic organic pesticides wherever possible. Alternatives are

- The use of crack and crevice application of pesticide to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas.
- The use of containerized bait such as boric acid, for cockroaches, rather than sprays, wherever appropriate.

Pesticide fogs and sprays (including mists and ultra-low volume applications) will be restricted to unique situations where no alternative measures are available or practical.

In the unusual event that a space spray application is required, and prior to performing a space spray treatment, the Contractor shall submit a written request for approval to the SDPM at least 2 days prior to the proposed treatment time. The request must identify the target pest, document the need for such treatment, the time (when site is not occupied) and specific place(s) of treatment, the pesticide(s) to be used, the method of application, what precautions should be taken to ensure tenant and employee safety, and the steps to be taken to ensure the containment of the spray to the site of application. No space application of pesticides shall be made without the written approval of the SDPM. No space application of pesticide shall be made while tenant personnel are present. Products identifiable as fumigants shall be considered inappropriate for use and shall

not be used in any space for any purpose, unless it determined that an emergency exists by the SDPM.

Rodent Control

Snap traps and trapping devices (including glueboards) used in rodent control must be checked daily. The Contractor shall dispose of rodents killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled, and dated at the time of installation and each servicing. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The following points shall be strictly adhered to:

- The lids of all bait boxes must be securely locked or fastened shut.
- Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box. Bait may be placed inside an active rodent burrow if the burrow entrance (and the bait) is then buried or caved-in to avoid non-target access to the bait.
- All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
- Baits, bait boxes, and stations should only be considered as a last option for use inside buildings or school structures.

All traps, trapping devices, and bait boxes shall be accounted for, and their location recorded in the property Log Book; all shall be removed from the premises covered by this contract at its conclusion.

Inspection

Throughout the duration of this contract, the premises covered will be inspected periodically by the SDPM to determine the effectiveness of the program and Contractor

compliance with the contract. Inspection results will be documented in writing. The Contractor shall promptly initiate actions within 5 working days to correct all contract performance deficiencies found by the SDPM.

It shall be the Contractor's responsibility to furnish an adequate supply of materials necessary to inspect the interior of all rodent bait stations. These materials may include wrenches to loosen and tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties or seals are not included under this provision.

Related Services

The School District reserves the right to negotiate with the Contractor for the purpose of related pest control services not specifically covered herein, such as subterranean and structural management of termites and other wood-boring insects, or bird control, and to add (or delete) properties or parts of properties to the contract.

BID SUBMITTAL

Pre-Bid Building Inspection

All prospective bidders shall conduct a thorough and complete investigation of each property prior to submitting their proposal.

Selection for Award

Bidders should be aware that the School District will perform a "best-buy analysis" and the selection for award shall be made to the bidder whose proposal is most advantageous to the School District, taking into consideration the technical factors listed below and the total proposed cost across all contract periods.

Technical Evaluation Criteria

The technical portion of the proposal will be the most important consideration in making the award; therefore, the proposal should be as complete and as specific as possible.

The merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria established below. The evaluation will take into consideration the technical and administrative capabilities of the bidders in relation to the needs of the program and reasonableness of costs shown in relation to the work to be done.



**Integrated Pest Management Program
Contract Guide Specification
- 1999 Revision -**

*(This Document is Intended for General Guidance Only
And Does Not Pertain to Any Actual Contract)*

1. GENERAL

- A. Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:
- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
 - Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
 - Non-pesticide technologies such as trapping and monitoring devices.
 - Coordination among all facilities management programs that have a bearing on the pest control effort.
- B. Contractor Service Requirements: The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

2. PESTS INCLUDED AND EXCLUDED

- A. The Contractor Shall Adequately Suppress the Following Pests:
1. Indoor populations of rodents, insects, arachnids, and other arthropods.
 2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
 3. Nests of stinging insects within the property boundaries of the specified buildings.
 4. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.

B. Populations of the Following Pests are Excluded From This Contract:

1. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
2. Termites and other wood-destroying organisms.
3. Mosquitoes.
4. Pests that primarily feed on outdoor vegetation.

3. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the Contracting Officer's Representative (COR). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

4. PEST CONTROL PLAN

The Contractor shall submit to the COR a Pest Control Plan at least five (5) working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within two (2) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract.

The Pest Control Plan shall consist of five parts as follows:

- A. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
- B. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
- C. Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include weekly or monthly frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.
- D. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

- E. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the COR prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

5. RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on-site and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

- A. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
- B. GSA Forms 3638: Field Office copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent. These forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the Contractor's employee performing the service shall complete, sign, and date the Form 3638, and return it to the logbook or file on the same or succeeding day of the services rendered.
- C. Contractor's Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed. These forms shall not be mandatory if all required information on pesticide application is included on the GSA Pest Control Work and Inspection Report.

6. MANNER AND TIME TO CONDUCT SERVICE

- A. Time Frame of Service Visits: The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the Contractor shall notify the COR at least one (1) day in advance.
- B. Safety and Health:
1. The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

2. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- C. Special Entrance: Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.
- D. Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.
- E. Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

7. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the COR may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within three (3) hours after receipt of the request.

8. CONTRACTOR PERSONNEL

Throughout the term of this contract, all Contractor personnel providing on-site pest control service must maintain certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract.

9. USE OF PESTICIDES

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide use:

- A. Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR.

- B. Pesticide Storage: The Contractor shall not store any pesticide product in the buildings specified in this contract.
- C. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the COR on a case-by-case basis. Written approval must be granted by the COR prior to any preventive pesticide application.
- D. Minimization of Risk: When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

10. INSECT CONTROL

- A. Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For example:
 - 1. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
 - 2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- B. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
- C. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of the COR prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- D. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- E. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

11. RODENT CONTROL

- A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the COR. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the COR prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 2. The lids of all bait boxes shall be securely locked or fastened shut.
 3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
 4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
 5. All bait boxes shall be labelled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each servicing.

12. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising the COR about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the COR on a case by case basis. The Contractor shall obtain the approval of the COR prior to any application of sealing material or other structural modification.

13. PROGRAM EVALUATION

The COR will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

14. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Contracting Officer. The program shall include at least the following items:

- A. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the COR identifies the deficiencies.
- B. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.
- C. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the COR upon request.
- D. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.